

**EXHIBIT H PART 3**

## Exhibit File Check List

Lot #: 7543C

- Delivery Sheet
- Eastern Payment Info
- Livestock Contract
- Consignment Contract
- Cleared Part Payment Check
- Cleared Final Payment Check
- Copy of Part Payment Check
- Copy of Delivery Paperwork

**SUPERIOR LIVESTOCK AUCTION**

1155 North Colorado Avenue  
Brush, CO 80723  
800-523-6610

**BUYERS INVOICE**

Buyer # 0016

**Eastern Livestock**

Office: 812 949-9035

**135 West Market  
New Albany, IN 47150**

Fax: 812 949-9060

**LOT # 7543C**

**Delivery Date 10/29/2010**

**Auction Date 8/6/2010**

**Contracted:**

<b># Head</b>	<b>Description</b>	<b>Weight</b>	<b>Shrink</b>	<b>Net Wt</b>	<b>Ave Wt</b>	<b>Price</b>	<b>Gross Amount</b>
144	Weaned Hfr Calves		2		685	\$105.60	
<b>Delivered:</b>							
144	Weaned Hfr Calves	96620	2	94688	658	\$105.60	\$99,990.53
<b>Total:</b>				<b>94688</b>			<b>\$99,990.53</b>
<b>144</b>							

**Seller: Diamond S Land & Cattle Co.**

**Part Payment Paid:** - \$5,760.00

**Location: Comanche, TX**

**Adjustments:** \$0.00

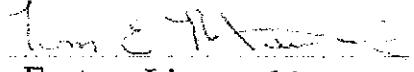
**Destination: Yuma, CO**

**Representative: Stuart Wharton 254 645-0189**

**Net Due:** \$94,230.53

Superior Livestock Auction attests that all livestock referenced by this document are of USA origin.

**Superior Livestock Auction by**

  
Eastern Livestock's  
check was not deposited  
it was sent for collection and  
returned "unpaid"

**Please remit to Superior Livestock Auction via Wire Transfer or Overnight Delivery of a Check**

Please include the Lot Number on your payment

Wire Transfer or ACH To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448  
Credit: Superior Livestock Auction, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

Address for overnight delivery of a check (Fed Ex, UPS or Express Mail)  
Superior Livestock Auction  
1155 N Colorado Avenue  
Brush, CO 80723

Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle  
referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior  
Livestock Auction or the appropriate authority.

**Thank you for your business. If you have any questions, please call 1-800-523-6610**

## SUPERIOR LIVESTOCK AUCTION

LOT# 7543C DELIVERY DATE Oct 29 2010 SALE DATE August 6 2010  
 SELLER Diamond S Land & Cattle Co. 817 838-7760 PAPERWORK REC'D  
 BANK Date entered 10/29/2010  
 CONTRACT # 20208 Entered by mgm  
 12/2/2010 12:13:58

#	HEAD	DESC.	WT	SHRNK	SLD	NET WT	AVG.WT.	PRICE	GROSS AMOUNT
CONT	144	Weaned Hfr Calves	2	4		685#		\$ 105.60	
DELV	144	Weaned Hfr Ca	96620	2	4	94688	658#	\$ 105.60	\$ 99,990.53
<hr/>									
<b>TOTALS</b>									
	144				94688			\$	99,990.53

<b>PART PAYMENT</b>	<u>4,320.00</u>
<b>GROSS COMMISSION</b>	<u>1,999.81</u>
<b>ADDITIONAL COMMISSION</b>	<u>288.00</u>
<b>CONSIGNMENT FEE CREDIT</b>	<u>.00</u>
<b>NET COMMISSION DEDUCTED</b>	<u>2,287.81</u>
<b>BEEF CHECKOFF Comanche, TX</b>	<u>144.00</u>
<b>LA/AR</b>	<u>.00</u>
<b>OTHER</b>	<u>.00</u>
<b>TOTAL DEDUCTIONS</b>	<u>6,751.81</u>
<b>NET PROCEEDS DISBURSED</b>	<u>\$ 93,238.72</u>

CHECK #	PAYABLE TO	CLEARED
44665-1	Diamond S Land & Cattle Co.	93,238.72 11/3/2010 \$ 93,238.72

<b>TOTAL PAID</b>	<u>\$ 93,238.72</u>
<b>UNDERPAID/OVERPAID</b>	<u>\$ .00</u>

\*\*\*\*\*

BUYER Eastern Livestock	812 949-9035	812 949-9060 (f)	<b>GROSS AMT</b>	<u>\$ 99,990.53</u>
BUYER # 0016	New Albany, IN (m)		<b>PART PAYMENT</b>	<u>\$ 5,760.00</u>
COUNTRY OF ORIGIN USA		8/11/2010	<b>ADJUSTMENTS</b>	<u>\$ .00</u>
PD @ DEL FUNDS SENT VIA			<b>NET DUE</b>	<u>\$ 94,230.53</u>

BUYER CALLED X

DELIVERY DATE Oct. 20-Nov. 5, 2010

SLIDE over the base weight

- 4

SLA REP Stuart Wharton

254-729-3191 254-645-0189

DESTINATION Yuma, CO

<b>94,230.53</b>	<b>11/5/2010</b>	<b>\$ 94,230.53</b>
<b>TOT AMOUNT PAID</b>	<b>\$ 94,230.53</b>	
<b>UNDERPAID/OVERPAID</b>	<b>\$ .00</b>	
<b>ADJ TOTAL</b>	<b>\$ .00</b>	

COMMENTS SLA PD 7 DAYS



November 23, 2010

Bank of Colorado  
P.O. Box 147  
Fort Lupton, CO 80621

Re: Collection Request: Eastern Livestock Co LLC  
Check Numbers: 125060, 125059, 125058, 125056, 125055, 125053, 125044, 125042, 125040, 125036, 125051, 125048, 125046, 125034, 125032, 125030, 125028, 125019, 125017, 125038, 125013

To Whom It May Concern:

This letter is being sent regarding checks presented by your company for collection on the above referenced account.

Your request for collection has been denied due to the following reason(s):

Account does not have sufficient available funds.

If you have any questions, or need further assistance please feel free to contact me at 513-358-9355

Regards,

Katie Block  
Garnishment Clerk

*Not going to be paid  
Ben Loomis*

12  
PLEASE DETACH THIS PORTION BEFORE DEPOSITING CHECK

No 125044

0 • \*

#7543 C

94,230.55+

CHECK NUMBER: 125044 CHECK #7543 D

50,167.41+

101029 144H @ 94668# 002  
101029 10443 -E#7543C  
101029 70H @ 50940#  
101029 10442 -E#7543D

144,397.94\*\*

AMOUNT: 144,397.94

99,990.53  
5,760.00-  
52,967.41  
2,800.00-

0 • \*

**EASTERN LIVESTOCK CO., LLC**

135 West Market Street, New Albany, IN 47150

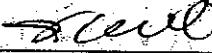
135 West Market  
New Albany, IN 47150  
812-949-9035

No 125044

73-27  
421Fifth Third Bank  
Northern Kentucky

PAY TO THE ORDER OF

DATE	CHECK No.	AMOUNT
10/11/01	125044 **	** 144,397.94

SUPERIOR LIVESTOCK AUCTION, INC.  
1155 NORTH COLORADO  
BOX 38  
BRUSH, CO 80723Signature: 

SIGNATURE

SENT FOR COLLECTION



## 12 LIVESTOCK CONTRACT

131 East Exchange, Suite 121

P.O. Box 38

Fort Worth, TX 76164

Brush, CO 80723

1-800-422-2117

1-800-523-6610

1518A

Lot #: 7543C

0016

THIS CONTRACT made and entered into this 6th day of August, 2010, in Brush, Morgan County, Colorado by and between Diamond S Land & Cattle Co. of

1208 Kelpie Ct Fort Worth TX 76111 Phone Number, ,  
hereinafter known as SELLER, and Eastern Livestock

135 West Market New Albany IN 47150 Phone, 812-949-9035 Fax, 812-949-9060  
Cell, , hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described

livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM: VAC 45

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
144	Weaned Hfr Calves	685	\$105.60

BREED TYPE: Out of reputation Brangus, Angus & a few crossbred cows by outstanding M6 Charolais, Twin Eagle Angus & a few Dudley Hereford bulls.

MIXED LOADS: Heifer price will be \$ 0 /CWT under original price of steers.

ORIGIN: Home Raised COUNTRY OF ORIGIN USA

FRAME: Med - Med Lg FLESH: Medium

HORNS: Most Muley or Tipped EST WT VARIANCE: Uneven

FEEDING PROGRAM: Weaned approx. 60+ days on native grass, coastal bermuda grass, coastal hay & 2# cake per hd/day.

CURRENT LOCATION: Ranch, 12 miles E of Comanche, TX which is 100 miles SW of Fort Worth, TX

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B. Ranch on/between

Oct. 20-Nov. 5, 2010 at the option of the representative.

WEIGHING CONDITIONS: Gather early, load on buyers trucks, haul approx. 12 miles & weigh on trucks w/a 2%.

SLIDE: If the livestock average over the base weight the price will be adjusted 4 cents per pound for every pound over that weight on the total net pounds.

COMMENTS: Nice set of calves. Filmed 7/20/10. 3 ranch brands. Triangle 4 & Covexin 8-way Blackleg in spring.

VACCINATIONS: VAC 45. Pyramid 5+Preponse HM, 20/20 Vision 7 & Dectomax @ weaning. Boostered w/Pyramid 5.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes IMPLANTED: No

BANGS VACCINATED:

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, loosed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc.(SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on 144 head, the sum of \$ 5,760.00 , as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 4,320.00 , as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER: Diamond S Land & Cattle Co.

BUYER: Eastern Livestock

BY: M. Morrow SLC

BY: K. Gray SLA

REPRESENTED BY: Stuart Wharton

254 729-3191

254 729-5468

254 645-0189

OPEN HEIFERS: Unless otherwise stated, heifers sold in this contract are not guaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the remainder.

**SECURITY AGREEMENT:** Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

**DEFAULT:** In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: if Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required, Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

**FAILURE TO DELIVER WITHIN 95% OF CONTRACT:** In the event Seller fails to deliver within 95% of the cattle sold, Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

**GOVERNING LAW:** *All legal actions instituted for any default in payment or lack of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.*

**ARBITRATION OF DISPUTES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications: (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

**NO ASSIGNMENT OR DELEGATION:** *No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.*

**EXECUTION:** *Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.*

**ACT OF GOD:** Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

**ENTIRE CONTRACT:** This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

131 E. Exchange Ave., Suite 121  
Fort Worth, TX 76164  
(817) 624-3800  
1-800-422-2117



P.O. Box 38  
Brush, CO 80723  
(970) 642-6556  
1-800-523-6610

REVISED DATE  
2010

CONSIGNMENT #

Accepted by SLA

Effective Date

Lot #

Date

7/31/2009

## CONSIGNMENT CONTRACT FOR SALE OF LIVESTOCK

AUCTION DATE Aug 2-6

FAX TO: (970) 842-2705  
(877) 523-6610

THIS CONTRACT made and entered into this 15 day of July, 2010, by and between  
Diamond S Land & Cattle Co. of 1208 Kelpie Ct, Phone Number 817-838-7760, Wharton, Stuart, Owner Ronnie/Rodney/Randy Stephen  
SS#/Federal ID# Fort Worth TX 76111 (Seller), and Superior Livestock Auction, Inc. (SLA) and  
(MARKETING REPRESENTATIVE) covers the listing for sale of the livestock described in this contract.

NO. HEAD	KIND / SEX	BARE WEIGHT	DELIVERY DATE	WEIGHT
<u>270</u>	Weaned Heifer Calves	<u>625</u> <u>700</u>		<u>0</u>
<u>288</u>	Weaned Heifer Calves	<u>685</u>		

MIXED LOADS: Heifer price will be \$ 0 / CWT under original price of steers. SPECIAL LOGO:

SLA VACCINATION PROGRAM: VAC 45

AGE &amp; SOURCE VERIFIED PROGRAM: No

PROGRESSIVE GENETICS: 1)    2)    3)   SLIDE: X 4 cents over base weight, up to 50 pounds over base weight. If cattle average 51 pounds over base weight, slide will increase 2 cents.WT STOP @    If the cattle change class due to increased weight (over the base weight), the cattle may be rejected for delivery.

BREED TYPE: Out of reputation Brangus, Angus &amp; a few crossbred cows by outstanding MG Charolais, Twin Eagle Angus &amp; a few Dudley Hereford bulls.

ORIGIN: Home Raised

FRAME SIZE: Med - Med Lg

ESTIMATED WEIGHT VARIANCE: Uneven

VERY UNEVEN (15 - 25% +/- pay weight) Seller warrants that no individual animal will vary more or less than these percentages from the average pay weight at delivery. SLA or Marketing Representative reserves the right to reject any animal that is not within these percentages.

HORNS: Most Muley or Tipped

FEEDING PROGRAM: Weaned approx. 45-60 days on native grass, coastal bermuda grass, coastal hay & 2# cake per hd/day.

CURRENT LOCATION: Cattle are located at Ranch, 12 miles E of Comanche, TX which is 100 miles where they shall remain and be handled in their normal manner until delivery. If cattle must be moved or changed to a different kind of feed or pasture, for any reason, SLA or Marketing Representative must be notified and change will be allowed only with Buyer's approval.

DELIVERY: Seller will deliver cattle to Buyer's trucks at

Sept. 10-25-2009 Oct 20- Nov 5 at the option of the Marketing Representative, unless otherwise stated.

IMMEDIATE DELIVERY: YES NO If yes, no part payment will be issued. The Seller will be paid in full at delivery.

WEIGHING CONDITIONS: Gather early, load on buyers trucks, haul approx. 12 miles &amp; weigh on trucks w/a 2%.

LOADS: 48,000 pounds or

IMPLANTED: No

BANGS VACCINATED:

COMMENTS: Nice set of calves. Filmed 7/20/09. 10 3 ranch brands. Triangle 4 Uttabae 8-way Blackleg in spring. Vista Once 2 Cowboy

VACCINATIONS: VAC 45. Pyramid 5+Presponse HM, 20/20 Vision 7 & Dectomax @ weaning. Boostered w/Pyramid 5.

BRANDS:

WARRANTIES: Seller represents and warrants that it has good and marketable title to the livestock and that they will be delivered free of all liens, security interests or encumbrances. Said livestock are subject to a lien, security interests or chattel mortgage in favor of Lienholder.

SLA acknowledges receipt of a check for \$3.00 per head in the amount of \$

On

(DATE)

ADDITIONAL PROVISIONS AGREED UPON BETWEEN SELLER AND SLA AND/OR MARKETING REPRESENTATIVE: (not published)

LIVESTOCK OWNER'S FEED CERTIFICATE: The undersigned certifies that, to the best of his/her/its knowledge, as of the date of delivery, none of the livestock described above, will be, on such date, adulterated within the meaning of the Federal Food, Drug and Cosmetic Act (i.e., none of the cattle have been fed any feed containing protein derived from mammalian tissue, e.g. meat and bone meal, as that term is defined in 21 CFR 589.2000 and none of the livestock will have an illegal level of drug residues.

Seller acknowledges he has read and understands all the terms and conditions on the front and back of this contract, and will abide by them. Seller agrees all information on this contract is accurate and guarantees delivery of the livestock described herein.

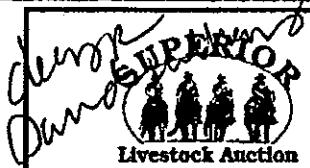
SELLER: Diamond S Land &amp; Cattle Co.

 <p>P.O Box 38 Brush, CO 80723 (970) 842-5568 Fax: (970) 842-2705 1-800-523-6610</p>	<p>No 05619</p> <p>August 6, 2010</p> <p><b>PAY TO THE</b> Diamond S Land &amp; Cattle Co. <b>ORDER OF</b></p> <p><b>Twelve Thousand Six Hundred Sixty Dollars and No Cents</b> \$ 12,660.00</p> <p><b>DOLLARS</b> <b>CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS</b></p> <p><b>MONA WAHLERT</b></p>
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DDA Debits - 08/17/2010

**NOTICE:** This check must be endorsed by payee(s) exactly as name(s) are written on the front of the check. If any payee is a corporation, other non-individual entity, Bank or other lending institution, check must be signed by an authorized individual, including their title.

DDA Debits - 08/17/2010

 <p>P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax. (970) 842-2705 1-800-523-6610</p>	<p>NO. 044665 LOT # <u>7543 C40</u> DATE <u>October 29, 2010</u></p>
<p>PAY TO THE ORDER OF <u>Diamond 5 Land &amp; Catt Co</u> \$142,836.78 <u>One hundred Forty-two Thousand and Eight hundred Thirty-six</u> <sup>78</sup> DOLLARS</p>	
<p>PAYABLE THRU BANK OF COLORADO P.O. BOX 525 BRUSH COLORADO 80723 Phone 970-842-2844</p>	
<p>CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS <u>Receipient's Name</u></p>	

DDA Debits - 11/02/2010

[Redacted area]

NO NOTICE: This check must be endorsed "TO Payee(s) EXACTLY as name(s) are written on the front of the check. If any Payee is a corporation or other non-individual entity, Bank or other institution, check must be signed in full.

DDA Debits - 11/02/2010

No 05619

1301 Exchange Ave. Suite 120  
Fort Worth, TX 76107  
(817) 622-3000  
Fax: (817) 622-3325  
1-800-422-2417



P.O. Box 38  
Bushy, CO 80723  
(970) 322-5566  
Fax: (970) 322-2705  
1-800-523-6610

August 6, 2010

Diamond S Land & Cattle Co.  
1208 Keltie Ct.  
Fort Worth, TX 76111

41789 5619

Phone: 817-838-7760

LOT #	# HEAD	DESCRIPTION	DELIVERY DATE	BASE WT	PRICE	PART PMT
7543A	140	Weaned Str. Calves	Oct. 20-Nov. 5	700#	\$115.10	\$4,200.00
7543B	68	Weaned Str. Calves	Oct. 20-Nov. 5	735#	\$114.10	\$2,040.00
7543C	144	Weaned Hfr. Calves	Oct. 20-Nov. 5	685#	\$105.60	\$4,320.00
7543D	70	Weaned Hfr. Calves	Oct. 20-Nov. 5	700#	\$105.10	\$2,100.00
<b>TOTAL</b>	<b>422 HEAD</b>			Part Pmt Paid on	<b>422 HEAD</b>	<b>\$12,660.00</b>

## DEDUCTIONS

No Sale/Scratch Fees \$0.00

NET PROCEEDS \$12,660.00

No 05619



August 6, 2010

PAID TO THE: Diamond S Land & Cattle Co.  
COURTESY OF: Superior Livestock Auction

12,660.00

Twelve Thousand Six Hundred Sixty Dollars and No Cents

CUSTODIAL RECEIPT FOR SHIPPED PROCEEDS

NON NEGOTIABLE